

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION

Sullivan Management, LLC,)	Civil Action No. 3:20-cv-02275-MGL
)	
Plaintiff,)	
)	
vs.)	NOTICE OF REMOVAL
)	
Fireman's Fund Insurance Company, and)	
Allianz Global Risks US Insurance)	
Company,)	
)	
Defendants.)	
)	

Defendants, Fireman's Fund Insurance Company, and Allianz Global Risks US Insurance Company, by and through their undersigned counsel, hereby file this Notice of Removal pursuant to 28 U.S.C. §§ 1332, 1441, and 1446 and states as follows:

1. On or about May 8, 2020, Plaintiff Sullivan Management, LLC commenced this action against Defendants in the Court of Common Pleas for the Fifth Judicial Circuit in Richland County, South Carolina, Case Number 2020-CP-40-02283. Defendants were served with the Complaint and Summons on June 5, 2020. A copy of all process, pleadings, papers, and orders filed in this action in the Court of Common Pleas for the Fifth Judicial Circuit are attached hereto as Exhibit A.

2. Defendants are filing this Notice of Removal within thirty (30) days of their receipt of the initial pleadings setting forth the claims for relief upon which the action is based. Therefore, this Notice of Removal is timely pursuant to 28 U.S.C. § 1446(b).

3. In this action, Plaintiff seeks to recover damages for alleged "breach of contract and bad faith" for "wrongful denial of coverage for losses" resulting from the "2019 Novel

Coronavirus at nine Carolina Ale House restaurants and related properties” in South Carolina and Georgia under the “insurance policy issued by Defendants” to the Plaintiff. Compl. ¶ 1.

4. Although the claim relates to the “Novel Coronavirus,” Compl. ¶ 1, the law governing coverage stemming from commercial property insurance policies, and bad faith, in South Carolina is well settled. *See e.g., Kelaher, Connell & Conner, P.C. v. Auto-Owners Ins. Co.*, 2020 WL 886120, at *6 (D.S.C. Feb. 24, 2020) (finding no business income loss coverage resulting from a government order not issued due to “damage or destruction of property.”)

5. Plaintiff seeks “actual, incidental, and consequential damages; statutory or punitive damages” as well as “reasonable attorneys’ fees; cost of suit; and prejudgment interest.” Compl. ¶ 1. In the Complaint, Plaintiff alleges that damages include “\$250,000” under “communicable disease coverage,” *id.* at ¶ 68, and “Business Income (and Extra Expense)” coverage with a “limit of \$12,715,000.” *Id.* at ¶ 25.

6. Plaintiff is a limited liability company “organized and existing under the laws of the State of North Carolina with its principal place of business” in South Carolina. *Id.* at ¶ 2.

7. Upon information and belief, all members of the Plaintiff limited liability company are citizens and residents of South Carolina. None of the members of the Plaintiff limited liability company are citizens or residents of Illinois or California.

8. Defendant Fireman’s Fund Insurance Company is organized under the laws of the State of California with its principal place of business in Illinois. *Id.* at ¶ 5.

9. Defendant Allianz Global Risks US Insurance Company – which is not even a party to the subject insurance contract – is organized under the laws of the State of Illinois with its principal place of business in Illinois. *Id.* at ¶ 5.

10. Based upon the above, this action is removable under 28 U.S.C. § 1441 because the United States District Court for the District of South Carolina has original jurisdiction over this matter pursuant to 28 U.S.C. § 1332 in that there is complete diversity of citizenship of the parties and the amount in controversy exceeds \$75,000, exclusive of interests and costs.

11. No admission of fact, law, or liability is intended by this Notice of Removal and all defenses, motions, and pleadings are expressly reserved.

12. This Notice of Removal is electronically served upon all parties and filed with the Court of Common Pleas for the Fifth Judicial Circuit in Richland County, South Carolina contemporaneously with this filing. *See* 28 U.S.C. § 1446(d).

WHEREFORE, Defendants, Fireman's Fund Insurance Company, and Allianz Global Risks US Insurance Company, pray that the above-referenced action now pending in the Court of Common Pleas for the Fifth Judicial Circuit in Richland County be removed therefrom in its entirety to this Court, as provided by law, and, pursuant to 28 U.S.C. § 1446(d), that the Court of Common Pleas for the Fifth Judicial Circuit in Richland County proceed no further unless and until the case is remanded.

Respectfully submitted,

SIGNATURE PAGE ATTACHED

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